

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

PINE STREET INN

This agreement is made as of the ____ day of _____, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Pine Street Inn, hereinafter called the Licensee.

A License to occupy the License Area known as Parcel SE-120A and a portion of Parcel SE-120 of the South End Urban Renewal Area, as shown in Exhibit A attached hereto and incorporated in this Agreement, is approved subject to the following terms and conditions:

1. The License Area, located on South End Disposition Parcel SE-120A and on a portion of Parcel SE-120 at 425-433 Harrison Avenue in the South End Urban Renewal Area, Project No. Mass. R-56, and contains approximately 16,808 square feet of vacant land.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. This License shall commence from the date hereof and shall continue in full force and effect for a period of one-year from the date of execution unless terminated earlier by Licensor upon the giving of thirty (30) calendar days' notice to terminate.
4. The Licensee Fee shall be \$ 1.00 for a period of one-year for the use of Parcel SE-120A and a portion of Parcel SE-120.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area, or any sublicensee, its agents, servants, employees, visitors, guests, or any and all other persons or corporations dealing with the sublicensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including

any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensors and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million Dollars (\$2,000,000) aggregate. The Licensors shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensors prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes betterment assessments, and other charges in order that the License Fee hereunder shall be absolutely net to the Licensors.
11. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the License, shall be at the sole risk of the Licensee.
12. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special conditions", attached hereto and incorporated herein, and further agrees to

comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

13. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that this Agreement has been terminated.
14. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul L. Barrett, Director

PINE STREET INN

By: _____

APPROVED AS TO FORM:

Chief General Counsel
Boston Redevelopment Authority

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Licensor thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. Nothing within this License shall prevent the Licensor from reserving their right to enter into Licenses for special events of limited duration, upon written notification by the Director to the Licensee.
14. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, and rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion shall issue.
15. The Licensee at any one time shall not park within the License Area more than 100 vehicles or that number of vehicles set forth in a plan for additional improvements to the License Area approved by the Licensor.
16. Licensee shall install and maintain at its costs all necessary lighting and shall be responsible for usage and lighting.
17. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all gates or entrances must be properly secured. Under no condition shall overnight parking be permitted.
18. Licensee shall maintain in operation, continuously from dusk to dawn, and such other times as may be deemed necessary by the Licensor, the lighting on the parking lot within the License Area.
19. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.
20. Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the

long-term use of the License Area. This License carries with it no right or favor towards the future re-use of the parcel.

21. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
22. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).
23. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
24. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
25. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the

requirements of the forms prescribed in the License Agreement, or as required by the Licensor prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: The Boston Redevelopment Authority as Licensor, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

26. Use of the License Area for parking shall be restricted to motor vehicles, which means, automobiles, station wagons and motorcycles. Parking of large trucks or other commercial vehicles shall not be allowed.

MEMORANDUM

JUNE 10, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
ON PARCEL SE-120A AND ON A PORTION OF PARCEL SE-120,
LOCATED AT 425-433 HARRISON AVENUE

SUMMARY: This memorandum requests authorization for the Director to execute a one-year License Agreement with Pine Street Inn for an interim parking facility on Parcel SE-120A and on a portion of Parcel SE-120, located at 425-433 Harrison Avenue.

On April 21, 1988, the Boston Redevelopment Authority (BRA) authorized the Director to execute a License Agreement for a period of four months with the Pine Street Inn for the use of Parcel SE-120A and of a portion of Parcel SE-120, located at 425-433 Harrison Avenue. The Pine Street Inn is located at 444 Harrison Avenue which is across the street from the 425-433 Harrison Avenue lot.

The 16,808 square foot lot was used by the staff at Pine Street Inn while Boston Water and Sewer Commission was improving on the storm drain and sanitary sewer systems in the South End area.

The Pine Street Inn is requesting that the BRA execute a License Agreement between the BRA and the Pine Street Inn for the use of 425-433 Harrison Avenue as an interim parking facility for a period of one (1) year at no cost. The License area would be used by staff, volunteers and visitors of the Pine Street Inn.

The request of the Pine Street Inn is based on the demand for additional parking because of problems with parking in the immediate area. Resident parking, commercial growth and increased loading zones have combined to make parking for staff, volunteers and visitors to the Pine Street Inn a problematic situation on a daily basis. Since the relocation of the Orange Line, public transportation is less attractive for staff. Most recently, the situation has been exacerbated by road construction on Albany Street.

The lot will be improved by the planting of evergreens along Harrison Avenue. The use of this lot as an interim parking facility will improve the area, as well as alleviate the current parking problems in the area.

It is, therefore, recommended that the BRA authorize the Director to enter into a License Agreement with the Pine Street Inn for a one-year term and to execute any other necessary and appropriate documents as determined by the Director in connection with the license of the land on Parcel SE-120A and on a portion of Parcel SE-120, located at 425-433 Harrison Avenue.

An appropriate vote follows:

VOTED: That the Director is authorized to execute and deliver a License Agreement to the Pine Street Inn to operate an interim parking facility on Parcel SE-120A and on a portion of Parcel SE-120, located at 425-433 Harrison Avenue consisting of approximately 16,808 square feet of vacant land, for a period of one-year for consideration of \$ 1.00 a year. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as an additional insured in all policies, in accordance with the BRA's usual form. Said license is to contain the expressed provision that no obligation on the part of the BRA direct or indirect is to be construed beyond this temporary tenancy. Said License shall also include such terms and conditions as the Director is authorized to execute any and all documents determined to be necessary and appropriate by the Director in connection with the license of the land on Parcel SE-120A and on a portion of Parcel SE-120



